

PO BOX 707600
TULSA, OK 74170-7600

Oklahoma FMS, Inc.

PO BOX 707600 • TULSA, OK 74170-7600
855-801-1232
918-749-5659 FAX

EXHIBIT

A



October 28, 2019

CHRIS JOHNSON
2606 E LINNWOOD AVE
MILWAUKEE, WI 53211-3449



OKLAHOMA FMS, INC
PO BOX 707600
TULSA, OK 74170-7600

52452594 - 8538 - 500

*** Detach Upper Portion And Return With Payment ***

Oklahoma FMS, Inc
PO BOX 707600
TULSA, OK 74170-7600
Toll Free: 855-801-1232

Office Lobby Hours Mon - Fri 8:00AM to 5:00PM CST
Call Center Hours Mon - Thur 8:00AM to 7:00PM CST
Call Center Hours Friday 8:00AM to 5:00PM CST
Call Center Hours Saturday 9:00AM to 1:00PM CST

Street Address: Oklahoma FMS, Inc • 4915 South Union Avenue • Tulsa • Oklahoma • 74107

October 28, 2019

Dear Chris Johnson,

This is to inform you that the creditor, as listed, has placed your Chevron and Texaco Visa® account with this agency for collection of this obligation. You may not have intentionally neglected this obligation, but it does require your attention. We would like your cooperation. Subject to your right to dispute the debt we ask that you

1. Remit payment to this office or,
2. Contact this office toll free at 855-801-1232 to arrange an acceptable payment plan.

Your payment should be made payable to SYNCHRONY BANK and mailed to the address on the tear-off portion of this letter.

We also accept payment by MoneyGram and Debit Card. Call us at 855-801-1232 for information on these easy methods of payment.

IMPORTANT NOTIFICATION PURSUANT TO FEDERAL LAW

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

UNLESS YOU NOTIFY THIS OFFICE WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF, THIS OFFICE WILL ASSUME THIS DEBT IS VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN 30 DAYS FROM RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF, THIS OFFICE WILL OBTAIN VERIFICATION OF THE DEBT OR OBTAIN A COPY OF A JUDGMENT AND MAIL YOU A COPY OF SUCH JUDGMENT OR VERIFICATION. IF YOU REQUEST THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE, THIS OFFICE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

WISCONSIN RESIDENTS - This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org.

Account Summary

Creditor
SYNCHRONY BANK
Customer No
xxxxxxxxxxxx1197
Account No
52452594
Balance Due:
\$52,743.23

Payment Options

Payments by MoneyGram
Please call us at 855-801-1232
Payments by Phone
Please call us at 855-801-1232 Pay with your Debit card or make a Check-By-Phone payment
Payments by Mail
Check, Money Order, Certified Funds (You can use the return envelope provided and the upper portion of this notice for your convenience).

JOHN W. GALANIS
JEROME C. JOHNSON*
PAUL J. GALGANSKI
JOSHUA J. BRADY
CHRISTOPHER J. JOHNSON
SALLY J. WIGGINS
ZACHARY ENSTROM

**GALANIS, POLLACK, JACOBS
& JOHNSON, S.C.**

ATTORNEYS AT LAW
839 NORTH JEFFERSON STREET
SUITE 200
MILWAUKEE, WISCONSIN 53202

TELEPHONE
(414) 271-5400

FACSIMILE
(414) 271-5571

WEB PAGE
www.gpjlaw.com

* OF COUNSEL

November 13, 2019

Oklahoma FMS, Inc.
P.O. Box 707600
Tulsa, OK 74170-7600

EXHIBIT

B

REQUEST FOR VERIFICATION OF DEBT

Re: Dispute of Account No. 52452594-8538-500 – Chris Johnson

To Whom It May Concern:

I am writing to inform you that I officially dispute the debt you allege I owe to you as outlined in your October 28, 2019 letter attached hereto as Exhibit A. Please provide verification that I incurred the obligation you assert, including the operative contract you assert I entered into, the credit application, and all documentation setting forth the purported amount owed on the account you allege. I demand documentation of all of the specific charges alleged, including the vendor, amount, location and all similar data.

Specifically, I dispute the validity of the debt you allege because I did not incur the obligations you assert. Upon a review of my records, it appears that you have not complied with the Fair Credit Billing Act, Fair Debt Collections Practices Act, Truth in Lending Act, and Credit CARD Act of 2009. I specifically raise, inter alia, the lack of legal capacity of you, the debt collector; the absence of a valid signature on any purported contract with you; the lack of a true bill in my possession concerning the purported account; and the lack of any verification of the alleged debt.

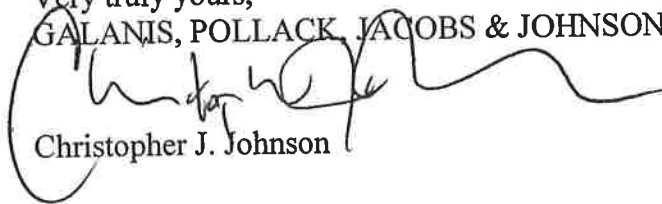
It is also my understanding that negative entries have been placed on my credit report by you alleging late payments on this purported account. I demand that you have those erroneous negative entries removed immediately.

If you fail to respond to this demand for verification and validation of the debt you allege I owe to you according to state and federal law, I will treat this debt as invalid and any further attempt to collect upon the debt will be considered a violation of such laws and will trigger legal action.

If there are any questions or concerns, please call me or place them in writing and submit to me the following address: Galanis, Pollack, Jacobs & Johnson, S.C. 839 N. Jefferson St., Suite 200, Milwaukee, Wisconsin 53202.

Very truly yours,

GALANIS, POLLACK, JACOBS & JOHNSON, S.C.

A handwritten signature in black ink, appearing to read "Chris Johnson", written over the printed name.

Christopher J. Johnson

PO BOX 707600
TULSA, OK 74170-7600

Oklahoma FMS, Inc.

PO BOX 707600 • TULSA, OK 74170-7600
866-637-4517
918-749-5659 FAX



December 27, 2019

CHRIS JOHNSON
839 N JEFFERSON ST STE 200
MILWAUKEE, WI 53202-3733



OKLAHOMA FMS, INC
PO BOX 707600
TULSA, OK 74170-7600

52452594 - 8538 - 9000

*** Detach Upper Portion And Return With Payment ***

Oklahoma FMS, Inc
PO BOX 707600
TULSA, OK 74170-7600
Toll Free: 866-637-4517

Office Lobby Hours Mon - Fri 8:00AM to 5:00PM CST
Call Center Hours Mon - Thur 8:00AM to 7:00PM CST
Call Center Hours Friday 8:00AM to 5:00PM CST
Call Center Hours Saturday 9:00AM to 1:00PM CST

Street Address: Oklahoma FMS, Inc • 4915 South Union Avenue • Tulsa • Oklahoma • 74107

December 27, 2019

Dear Chris Johnson,

Please find enclosed a copy of the materials we received from the creditor for your account.

Should you have any questions or need further assistance, please contact our office toll free at 866-637-4517.

Calls to and from this company may be monitored or recorded.

Sincerely,

DAVID BLANKENSHIP
Account Representative

Enclosure

Account Summary

Creditor
SYNCHRONY BANK
Customer No
xxxxxxxxxxxx1197
Account Of
CHRIS JOHNSON
Account No
52452594

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WISCONSIN RESIDENTS - This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfi.org.

EXHIBIT

C



SafeTrek. Premier

ENJOY 24 HOURS A DAY ROADSIDE ASSISTANCE WITH ENROLLMENT

- 24/7 roadside assistance
- Accident coverage
- Rental car coverage
- Towing coverage
- Emergency medical services

Visit www.safetrekpremier60t.com
or call 1-877-262-6886 for more information

Benefits provided by CT Auto Club, Inc., not Synchrony Bank. Synchrony Bank does not endorse, recommend, warrant or take responsibility for the products or services offered or for resulting order fulfillment or customer service.
*Underwritten by Life Insurance Company of North America, (LINA).

TECHRON
ADVANTAGE
Drive your advantage

CHRIS J JOHNSON
Account Number 4195 0920 0939 8466

Visit us at
www.TechronAdvantageCard.com
Customer Service: 1-866-448-4367

Summary of Account Activity	
Previous Balance	\$0.00
- Payments	\$11,400.00
+ Purchases/Debits	\$12,749.92
+ Fees Charged	\$382.48
New Balance	\$1,732.40
Credit Limit	\$4,500.00
Available Credit	\$2,767.00
Cash Limit	\$900.00
Available Cash	\$900.00
Statement Closing Date	04/21/2017
Days in Billing Cycle	29

Payment Information		
New Balance	\$1,732.40	
Total Minimum Payment Due	\$25.00	
Payment Due Date	05/15/2017	
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$37.00.		
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:		
If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	11 years	\$4,452.00
\$71.00	3 years	\$2,562.00 (Savings= \$1,890.00)

If you would like information about credit counseling services , call 1-877-302-8775.

If you would like information about credit counseling services, call 1-877-302-8775.

Fuel Credit Summary	
Eligible Spend This Period	\$12,749.92
Gallons Purchased This Period	0.00
Total Fuel Credits Paid This Period	\$0.00

Fuel Credits Message Center

Congratulations! You earned \$0.00 in total Fuel Credits this period which has been applied as a statement credit to the balance on your account. Use your Chevron and/or Texaco Techron Advantage Visa Card to earn .03/Gal in Fuel Credits on every fill-up, every time.

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See Statement Disclosures link below for details, Billing Rights Information and other important information.

Credits To Your Account: An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

Your account is owned and serviced by Synchrony Bank.

Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965013, Orlando, FL 32896-5013. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remittance portion of this statement or pay online. You may also send overnight payments to: 140 Wekiva Springs Road, Longwood, FL 32779.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965016, Orlando, FL 32896-5016.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope – not the enclosed window envelope, addressed to: P.O. Box 530993 Atlanta, GA 30353-0993 and not the Payment Address.**

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the Billing Inquiries Address of:

Synchrony Bank

P.O. Box 965016, Orlando, FL 32896-5016

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.

• **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.

- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

- We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the

purchase, contact us *in writing* at:

Synchrony Bank

P.O. Box 965016, Orlando, FL 32896-5016

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

Information About Payments: You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. Payments received after 5:00 p.m. (ET) on any day will be credited as of the next day. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type.

Conditional Payments: All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965016, Orlando, FL 32896-5016.

Credit Reports And Account Information: If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 965015, Orlando, FL 32896-5015. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

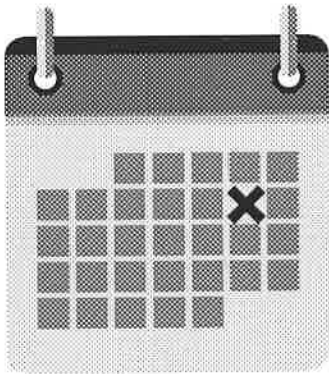
Balance Subject To Interest Charge Calculation

Daily Balance method: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

01B/5006 -1- 07/11/14



LOOKING FOR A MORE CONVENIENT PAYMENT DUE DATE?



Call customer service at the
phone number on your statement
to determine if you are eligible
and to discuss available options.

Transaction Summary												
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount								
Chevron Transactions												
04/12	04/12	741950936010B3PDL	PAYMENT - THANK YOU	(\$4,400.00)								
04/13	04/13	74195093700ZJ5BK7	PAYMENT - THANK YOU	(\$7,000.00)								
Other Transactions												
04/03	04/03	74500012XDEV83X12	FORTINOS (MOUNTAINASH BRAMPTON CD	\$91.71								
		- 04/03	CA DOLLAR									
		- 04/03	121.93 X 0.75215287									
04/04	04/04	74514202Y03PJB6DG	BROTHERS FURNITURE GALLER MISSISSAUGA CD	\$4,112.97								
		- 04/04	CA DOLLAR									
		- 04/04	5500.00 X 0.74781272									
04/16	04/16	74514203A03P78TLG	BROTHERS FURNITURE GALLER MISSISSAUGA CD	\$4,283.03								
		- 04/16	CA DOLLAR									
		- 04/16	5700.00 X 0.75140877									
04/19	04/19	74514203D03PQM43B	BROTHERS FURNITURE GALLER MISSISSAUGA CD	\$4,262.21								
		- 04/19	CA DOLLAR									
		- 04/19	5700.00 X 0.74775614									
			FEES									
04/03	04/03		FOREIGN TRANSACTION FEE	\$2.75								
04/04	04/04		FOREIGN TRANSACTION FEE	\$123.38								
04/16	04/16		FOREIGN TRANSACTION FEE	\$128.49								
04/19	04/19		FOREIGN TRANSACTION FEE	\$127.86								
			TOTAL FEES FOR THIS PERIOD	\$382.48								
			INTEREST CHARGED									
04/21	04/21		INTEREST CHARGE ON PURCHASES	\$0.00								
04/21	04/21		INTEREST CHARGE ON CASH ADVANCES	\$0.00								
			TOTAL INTEREST FOR THIS PERIOD	\$0.00								
<table><tr><th colspan="2">2017 Totals Year-to-Date</th></tr><tr><td>Total Fees Charged in 2017</td><td>\$382.48</td></tr><tr><td>Total Interest Charged in 2017</td><td>\$0.00</td></tr><tr><td>Total Interest Paid in 2017</td><td>\$0.00</td></tr></table>					2017 Totals Year-to-Date		Total Fees Charged in 2017	\$382.48	Total Interest Charged in 2017	\$0.00	Total Interest Paid in 2017	\$0.00
2017 Totals Year-to-Date												
Total Fees Charged in 2017	\$382.48											
Total Interest Charged in 2017	\$0.00											
Total Interest Paid in 2017	\$0.00											

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Date	Rate	Interest Rate	Interest Charge
Purchases	N/A	27.49% (v)	\$0.00	\$0.00

Looking for a different due date? Call customer service at the phone number on your statement to determine if eligible and discuss available options.

How to read your statement

Your Chevron and/or Texaco Techron Advantage™ Visa® Card is the best card in your wallet. It lets you earn 3¢/gal.* in Fuel Credits ("Base Fuel Credits") on every fuel purchase at Chevron and Texaco stations.

Plus, you can earn 10¢/gal. in Fuel Credits when you spend at least \$300 outside of fuel merchants each month,¹ or 20¢/gal. in Fuel Credits when you spend \$1,000 or more outside of fuel merchants each month¹ ("Visa Spend Fuel Credits").

And, as a new cardholder, you can earn even more Fuel Credits ("Promotional Fuel Credits") with your introductory offer, if it is still valid.

Fuel Credits you earn during a billing period will be applied as a statement credit to the balance on your Card Account at the end of that same billing period. See below to learn how to track your Fuel Credits on your monthly statement.

How to read the Fuel Credits Summary section on your statement.

Look for your Fuel Credits Summary on the first page of your monthly statement. **Your statement will only show the programs you qualify for during each statement period.**

Fuel Credits Summary	
Eligible Spend This Period	\$1,200
Gallons Purchased This Period	20
+ \$0.03/Gal Base Fuel Credits	\$0.60
+ \$0.10/Gal or \$0.20/Gal Visa Spend Fuel Credits	\$4.00
+ Promotional Fuel Credits	\$1.00
Total Fuel Credits Paid This Period	\$5.60

Terms / Definitions:

- Eligible Spend This Period** – Total amount of non-fuel purchases made outside of Chevron and Texaco stations.
- Gallons Purchased This Period** – Total gallons of Chevron and/or Texaco fuel purchased during this statement period.
- Fuel Credits Earned per the Chevron and Texaco Techron Advantage Fuel Credits Program:**
 - \$0.03/Gal Base Fuel Credits** – Base Fuel Credits paid on gallons purchased this period.
 - Earned \$0.10/Gal or \$0.20/Gal Visa Spend Fuel Credits** – Fuel Credits paid this period based on qualifying spend. Spend \$300/month in Eligible purchases to earn 10¢/gal., or spend \$1,000/month in Eligible purchases to earn 20¢/gal.
 - Promotional Fuel Credits** – Promotional Fuel Credits paid this period for promotional offers, such as introductory offers and/or marketing campaigns.
- Total Fuel Credits Paid This Period** – Total amount that will be applied as a statement credit to your statement balance this period. This includes Base Fuel Credits, Visa Spend Fuel Credits and/or Promotional Fuel Credits paid this period.



TECHRON
ADVANTAGE
Drive your advantage

CHRIS J JOHNSON
Account Number 4195 0920 0939 8466

Visit us at
www.TechronAdvantageCard.com
Customer Service: 1-866-448-4367

Summary of Account Activity	
Previous Balance	\$6,061.10
- Payments	\$45,970.85
+ Purchases/Debits	\$50,210.50
New Balance	\$10,300.75
Credit Limit	\$6,000.00
Available Credit	OVERLIMIT
Cash Limit	\$1,200.00
Available Cash	OVERLIMIT
Statement Closing Date	09/21/2018
Days in Billing Cycle	29

Payment Information		
New Balance	\$10,300.75	
Total Minimum Payment Due	\$103.00	
Overlimit Amount	\$4,300.75	
Payment Due Date	10/15/2018	
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.		
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:		
If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...	And you will end up paying an estimated total of ...
Only the minimum payment	25 years	\$33,430.00
\$430.00	3 years	\$15,488.00 (Savings= \$17,942.00)
If you would like information about credit counseling services , call 1-877-302-8775.		

Fuel Credit Summary	
Eligible Spend This Period	\$4,300.00
Gallons Purchased This Period	0.00
Total Fuel Credits Paid This Period	\$0.00

Fuel Credits Message Center
Congratulations! You earned \$0.00 in total Fuel Credits this period which has been applied as a statement credit to the balance on your account. Use your Chevron and/or Texaco Techron Advantage Visa Card to earn .03/Gal in Fuel Credits on every fill-up, every time.

Transaction Summary				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
Chevron Transactions				
08/28	08/28	7419509L000XTMK4Z	PAYMENT - THANK YOU	(\$6,980.00)
08/28	08/28	7419509L000XTMK8L	PAYMENT - THANK YOU	(\$7,850.00)
09/14	09/14	7419509LH00XTMKBZ	PAYMENT - THANK YOU	(\$16,885.00)
09/14	09/14	7419509LH00XTMKD9	PAYMENT - THANK YOU	(\$14,255.85)
08/29	08/29	F394100L1000ZV241	REFUND CHECK	\$31,080.50
09/20	09/20	F394100LP000ZV263	REFUND CHECK	\$14,830.00
Other Transactions				
08/29	08/29	2449215LIMJFSXRQY	SQ *DOMINION CARS L DOVER DE	\$4,300.00
(Continued on next page)				

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See Statement Disclosures link below for details, Billing Rights Information and other important information.

Credits To Your Account: An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

Your account is owned and serviced by Synchrony Bank.

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Payments: Send payments to the address listed on the remittance portion of this statement or pay online. You may also send overnight payments to: 140 Wekiva Springs Road, Longwood, FL 32779.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965016, Orlando, FL 32896-5016.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope – not the enclosed window envelope, addressed to: P.O. Box 530993 Atlanta, GA 30353-0993 and not the Payment Address.**

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the Billing Inquiries Address of:

Synchrony Bank

P.O. Box 965016, Orlando, FL 32896-5016

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
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To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
 2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
 3. You must not yet have fully paid for the purchase.
- If all of the criteria above are met and you are still dissatisfied with the

purchase, contact us *in writing* at:

Synchrony Bank

P.O. Box 965016, Orlando, FL 32896-5016

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Conditional Payments: All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount; or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 965016, Orlando, FL 32896-5016.

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Balance Subject To Interest Charge Calculation

Daily Balance method: We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. We then add the interest to the daily balance. To get the "daily balance" we take the beginning balance of your account each day (which includes unpaid interest), add any new charges and applicable fees, and subtract any payments or credits. This gives us the daily balance. Any daily balance of less than zero will be treated as zero. A separate daily balance will be calculated for each balance type on your account. The balance(s) shown in the Interest Charges section of this statement is the sum of the daily balances for each day in the billing cycle divided by the number of days in the billing cycle.

01BI5006 -1- 07/11/14



Transaction Summary (Continued)												
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount								
			FEES									
			TOTAL FEES FOR THIS PERIOD	\$0.00								
			INTEREST CHARGED									
09/21	09/21		INTEREST CHARGE ON PURCHASES	\$0.00								
09/21	09/21		INTEREST CHARGE ON CASH ADVANCES	\$0.00								
			TOTAL INTEREST FOR THIS PERIOD	\$0.00								
<table><tr><th colspan="2">2018 Totals Year-to-Date</th></tr><tr><td>Total Fees Charged in 2018</td><td>\$0.00</td></tr><tr><td>Total Interest Charged in 2018</td><td>\$0.00</td></tr><tr><td>Total Interest Paid in 2018</td><td>\$0.00</td></tr></table>					2018 Totals Year-to-Date		Total Fees Charged in 2018	\$0.00	Total Interest Charged in 2018	\$0.00	Total Interest Paid in 2018	\$0.00
2018 Totals Year-to-Date												
Total Fees Charged in 2018	\$0.00											
Total Interest Charged in 2018	\$0.00											
Total Interest Paid in 2018	\$0.00											

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	N/A	28.74% (v)	\$0.00	\$0.00
Cash Advances	N/A	29.99%	\$0.00	\$0.00
(v) = Variable Rate				

Important Cardholder Information

Synchrony Bank may continue to obtain information, including employment and income information from others about you (including requesting reports from consumer reporting agencies and other sources) to review, maintain or collect your account.

Cardholder News

Looking for a more convenient payment due date? Call customer service at the phone number on your statement to determine if you are eligible and to discuss available options.



TECHRON
ADVANTAGE
Drive your advantage

CHRIS J JOHNSON
Account Number 4195 0920 0939 8466

Visit us at
www.TechronAdvantageCard.com
Customer Service: 1-866-448-4367

Summary of Account Activity	
Previous Balance	\$10,300.75
- Payments	\$7,940.00
+ Purchases/Debits	\$39,080.85
+ Interest Charges	\$604.77
New Balance	\$42,046.37
Credit Limit	\$6,000.00
Available Credit	\$0.00
Cash Limit	\$1,200.00
Available Cash	\$0.00
Statement Closing Date	10/23/2018
Days in Billing Cycle	32

Payment Information	
New Balance	\$42,046.37
Total Minimum Payment Due	\$1,026.00
Overlimit Amount	\$36,046.37
Payment Due Date	11/15/2018
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.	
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:	
If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...
Only the minimum payment	36 years
\$1,756.00	3 years
And you will end up paying an estimated total of ...	
\$139,565.00	
\$63,217.00 (Savings=\$76,348.00)	
If you would like information about credit counseling services, call 1-877-302-8775.	

Fuel Credit Summary	
Eligible Spend This Period	\$0.00
Gallons Purchased This Period	0.00
Total Fuel Credits Paid This Period	\$0.00

Fuel Credits Message Center	
Congratulations! You earned \$0.00 in total Fuel Credits this period which has been applied as a statement credit to the balance on your account. Use your Chevron and/or Texaco Techron Advantage Visa Card to earn .03/Gal in Fuel Credits on every fill-up, every time.	

Transaction Summary				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
Chevron Transactions				
09/24	09/24	7419509LV00XTMJX6	PAYMENT - THANK YOU	(\$7,940.00)
10/05	10/05	F394100M6000ZV278	REFUND CHECK	\$14,255.85
10/05	10/05	F394100M6000ZV278	REFUND CHECK	\$16,885.00
10/12	10/12	F394100MD000ZV285	REFUND CHECK	\$7,940.00
FEES				
TOTAL FEES FOR THIS PERIOD				\$0.00
INTEREST CHARGED				
10/23	10/23		INTEREST CHARGE ON PURCHASES	\$604.77
(Continued on next page)				

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

NOTICE: We may convert your payment into an electronic debit. See Statement Disclosures link below for details, Billing Rights Information and other important information.

Credits To Your Account: An amount shown in parentheses or preceded by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

Bankruptcy Notice: If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: Synchrony Bank, Attn: Bankruptcy Dept., P.O. Box 965060, Orlando, FL 32896-5060.

Your account is owned and serviced by Synchrony Bank.

Customer Service: For account information, call the number on the front of this statement. For Hearing or Speech disabilities, use a TRS. Unless your name is listed on this statement, your access to information on the account may be limited. You may also mail questions (but not payments) to: P.O. Box 965013, Orlando, FL 32896-5013. Please include your account number on any correspondence you send to us.

Payments: Send payments to the address listed on the remittance portion of this statement or pay online. You may also send overnight payments to: 140 Wekiva Springs Road, Longwood, FL 32779.

Notice: See below for your Billing Rights and other important information. Telephoning about billing errors will not preserve your rights under federal law. To preserve your rights, please write to our Billing Inquiries Address, P.O. Box 965016, Orlando, FL 32896-5016.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. **You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope – not the enclosed window envelope, addressed to: P.O. Box 530993 Atlanta, GA 30353-0993 and not the Payment Address.**

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the Billing Inquiries Address of:

Synchrony Bank

P.O. Box 965016, Orlando, FL 32896-5016

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

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1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (**Note:** Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the

purchase, contact us *in writing* at:

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01BI5006-1-07/11/14



Transaction Summary (Continued)				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
10/23	10/23		INTEREST CHARGE ON CASH ADVANCES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$604.77
2018 Totals Year-to-Date				
Total Fees Charged in 2018				\$0.00
Total Interest Charged in 2018				\$604.77
Total Interest Paid in 2018				\$0.00

Interest Charge Calculation				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				
Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	N/A	28.74% (v)	\$24,001.71	\$604.77
Cash Advances	N/A	29.99%	\$0.00	\$0.00
(v) = Variable Rate				



TECHRON
ADVANTAGE
Drive your advantage

CHRIS J JOHNSON
Account Number 4195 0920 0939 8466

Visit us at
www.TechronAdvantageCard.com
Customer Service: 1-866-448-4367

Summary of Account Activity	
Previous Balance	\$44,199.04
New Balance	\$44,199.04
Credit Limit	\$6,000.00
Available Credit	\$0.00
Cash Limit	\$1,200.00
Available Cash	\$0.00
Statement Closing Date	02/20/2019
Days in Billing Cycle	28

Payment Information	
New Balance	\$44,199.04
Total Minimum Payment Due	\$442.00
Overlimit Amount	\$38,199.04
Payment Due Date	03/15/2019
Late Payment Warning: If we do not receive your Total Minimum Payment Due by the Payment Due Date listed above, you may have to pay a late fee up to \$38.00.	
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:	
If you make no additional charges using this card and each month you pay ...	You will pay off the balance shown on this statement in about ...
Only the minimum payment	29 years
\$1,228.00	3 years
	\$44,199.00 (Savings= \$0.00)
If you would like information about credit counseling services, call 1-877-302-8775.	

Fuel Credit Summary	
Eligible Spend This Period	\$0.00
Gallons Purchased This Period	0.00
Total Fuel Credits Paid This Period	\$0.00

Fuel Credits Message Center	
Congratulations! You earned \$0.00 in total Fuel Credits this period which has been applied as a statement credit to the balance on your account. Use your Chevron and/or Texaco Techron Advantage Visa Card to earn .03/Gal in Fuel Credits on every fill-up, every time.	

Transaction Summary				
Tran Date	Post Date	Reference Number	Description of Transaction or Credit	Amount
			FEES	
			TOTAL FEES FOR THIS PERIOD	\$0.00
			INTEREST CHARGED	
02/20	02/20		INTEREST CHARGE ON PURCHASES	\$0.00
02/20	02/20		INTEREST CHARGE ON CASH ADVANCES	\$0.00
			TOTAL INTEREST FOR THIS PERIOD	\$0.00
2019 Totals Year-to-Date				
Total Fees Charged in 2019			\$0.00	
Total Interest Charged in 2019			\$0.00	
Total Interest Paid in 2019			\$0.00	

PAYMENT DUE BY 5 P.M. (ET) ON THE DUE DATE.

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P.O. Box 965016, Orlando, FL 32896-5016

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01BI5006 -1- 07/11/14

**Interest Charge Calculation**

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Expiration Date	Annual Percentage Rate	Balance Subject to Interest Rate	Interest Charge
Purchases	N/A	29.24% (v)	\$0.00	\$0.00
Cash Advances	N/A	29.99%	\$0.00	\$0.00

(v) = Variable Rate

Important Cardholder Information

THIS ACCOUNT HAS BEEN REPORTED LOST OR STOLEN. PLEASE DO NOT USE THIS ACCOUNT NUMBER. YOU WILL RECEIVE A STATEMENT WITH YOUR NEW ACCOUNT NUMBER AND BALANCE INFORMATION.

Statement not provided to customer.



S-SFMRSA11
PBX6CU00405122 - 618826298 110244
Return Address :
MRS BPO, L.L.C.
1930 OLNEY AVENUE
CHERRY HILL NJ 08003



Send Payment/Correspondence to:
MRS BPO, L.L.C.
1930 OLNEY AVENUE
CHERRY HILL NJ 08003
866-249-6063

Office Hours:
Monday - Thursday 9am - 9pm ET
Friday 9am - 5pm ET



CHRIS JOHNSON
839 N JEFFERSON ST STE 200
MILWAUKEE WI 53202-3733

April 6, 2020

MERCHANT: Chevron and Texaco Visa®
CREDITOR: SYNCHRONY BANK
MRS ACCT#: DU8.210660
CREDITOR ACCT#: xxxx1197
ACCOUNT BALANCE: \$52,743.23

Dear CHRIS JOHNSON,

The above referenced creditor has placed your account with our office for collection.

Resolving a long overdue debt is never easy. We are ready to assist you to find a solution that is both fair and reasonable. Please reach out to us using any one of our convenient contact methods.



Pay via the Web
<https://portal.mrsbpo.com>



Pay by Phone
866-249-6063



Pay by Mail
MRS BPO, LLC
1930 Olney Avenue,
Cherry Hill, NJ 08003

IMPORTANT CONSUMER INFORMATION

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request of this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Sincerely,

MRS BPO, L.L.C.
866-249-6063
Letter ID: DU8.210660.543585

This is an attempt to collect a debt and any information obtained will be used for that purpose.
This communication is from a debt collector.

EXHIBIT

D

JOHN W. GALANIS
JEROME C. JOHNSON*
PAUL J. GALGANSKI
JOSHUA J. BRADY
CHRISTOPHER J. JOHNSON
SALLY J. WIGGINS
CHRISTOPHER R. STEFFE
MICHAEL J. ROSOLINO
AARON D. PLAMANN
ZACHARY L. ENSTROM

**GALANIS, POLLACK, JACOBS
& JOHNSON, S.C.**

ATTORNEYS AT LAW
839 NORTH JEFFERSON STREET
SUITE 200
MILWAUKEE, WISCONSIN 53202

TELEPHONE
(414) 271-5400

FACSIMILE
(414) 271-5571

WEB PAGE
www.gpjlaw.com

* OF COUNSEL

April 29, 2020

EXHIBIT

E

MRS BPO, L.L.C.
1930 Olney Avenue
Cherry Hill, NJ 08003

**Re: - WRITTEN DEMAND FOR DEBT VERIFICATION PURSUANT TO THE
FDCPA
- NOTICE OF FAILURE TO COMPLY WITH FDCPA, FCRA, TCPA and
TILA
- CEASE AND DESIST OF COLLECTION EFFORTS**

To Whom It May Concern:

I am in receipt of the April 6, 2020 letter from MRS BPO, LLC attached hereto as Exhibit 1. The letter indicates that you are trying to collect an alleged debt on behalf of Chevron and Texaco Visa and Synchrony Bank (collectively referred to as the "Creditors") allegedly owed by a "Chris Johnson" in the amount of \$52,743.23. As explained in detail below, you are in violation of the Fair Debt Collection Practices Act as written demand was previously made for written evidence of the contract, the credit application and the balance owed and **NO SUCH DEBT VERIFICATION HAS EVER BEEN PROVIDED.**

I demand that you cease and desist from attempting to collect this alleged debt from me as I do not owe this amount and that you take further actions as outlined in this letter as your

actions and those of you your assignor and Creditors are in violation of the Fair Credit Billing Act, the Fair Debt Collections Practices Act, the Truth in Lending Act, Telephone Consumer Protection Act and the Credit CARD Act of 2009.

I previously put the Creditors on notice that I disputed this collection action as the debt was not mine and they are pursuing the wrong person. Despite disputing the matter with the Credit Bureaus when I first learned of the issue in January of 2019, I nonetheless received a letter from Oklahoma FMS, Inc. again demanding payment of the alleged debt on behalf of the Creditors, which is attached as Exhibit 2. On November 13, 2019, I sent a Request for Verification of Debt, a copy of which is attached as Exhibit 3. I did not receive a timely response from Oklahoma FMS and assumed the matter at end.

However, on January 14, 2020 I received a letter from Oklahoma FMS, attached hereto as Exhibit 4. The letter did not contain the contract allegedly entered into nor the documentation supporting the alleged debt. Instead, all I received were some utterly random invoices without dates or to whom and where these invoices were sent. These invoices were not from the Creditors, but from an entity called TechronAdvantageCard from what appears to be different account than which was originally referenced. Significantly, the invoices indicate that some payments were made on that account which were obviously not made by me. The fact that collection attempts continue against me when you have the information of who has already paid on this account demonstrates your complete lack of due diligence and violation of some or all of the statutes noted above.

In addition, I am now receiving phone calls from MRS BPO, Inc., which I demand cease immediately. Finally, there now appears to be numerous negative notations and delinquent accounts notices on my Credit Bureau Files. I demand that you and the Creditors take all measures necessary to delete the derogatory information and cease all collection efforts against me immediately.

The law firm is currently investigating the potential violations outlined herein, the failure to validate the debt or verify the validity of the debt, the defective credit reporting and the telephone communications. The initial investigation indicates that the issues outlined herein likely stem from a failure to adequately train employees and outlines an egregious pattern of harassing conduct which would potentially establish a verifiable class action lawsuit.

You have fifteen days from the date of this letter to provide written proof that this matter has been removed from my credit report and that my contact information has been removed from association with this account or I intend to authorize that the litigation be pursued.

Very Truly Yours,

Christopher J. Johnson

Enclosures



Nationwide Credit, Inc.

PO Box 15130
Wilmington, DE 19850-5130
Monday-Friday 8:00 am - 8:00 pm ET
1-866-659-0711



ACCREDITED
BUSINESS

Nationwide Credit, Inc. has a
Better Business Bureau Rating of A+

NCI ID: 20302148430

Current Creditor: Synchrony Bank

Merchant/Account Type: Chevron and Texaco Visa®

Account Number: XXXXXXXXXXXX1197

Account Balance: \$52,743.23

Date: 12/11/2020



myaccount.ncirm.com



➤ 24-hour Access

➤ Make or
Reschedule a
Payment

➤ Change your
Contact
Information

➤ And More...

Dear CHRIS JOHNSON

Your account remains outstanding with our agency. Please choose a payment method from the box below:

Option 1:

This option allows you to pay off your account in monthly payments of \$17,581.07* over a period of 3 months.

Option 2:

This option allows you to pay off your account in monthly payments of \$8,790.53* over a period of 6 months.

Option 3:

This option allows you to pay off your account in monthly payments of \$4,395.26* over a period of 12 months.



Secure Online Portal: myaccount.ncirm.com is available
24 hours a day to make or reschedule a payment, manage your
account and more!

Login using your NCI ID: **20302148430** and
Password: Last four digits of your SSN



Pay by Mail: Send your check or money order
payable to **Nationwide Credit, Inc.** to:
PO Box 15130 Wilmington, DE 19850-5130
Reference your NCI ID on your check or money order



Pay by Phone: Toll free 1-866-659-0711

If you are unable to pay off the Account Balance using these options, you can call us at 1-866-659-0711 to discuss a payment arrangement.

Sincerely,

Nationwide Credit, Inc.

This communication is an attempt to collect a debt by a debt collector or consumer collection agency and any information obtained will be used for that purpose.

*Please note that the last monthly payment may be lower than the amount shown. The last monthly payment will be the difference of the account balance shown in this letter minus the sum of the installments paid prior to the last installment. For example, if the balance due is \$100.00 and you choose to pay the balance over three months, the first two installments will be \$33.34 and the last installment will be \$33.32.

152601-G14-740

***** Please See Reverse Side of This Letter for Important Consumer Information *****

Please Detach and Return this Stub in the Enclosed Envelope with your Check or Money Order - Make Sure the "Remit to" Address appears in the Window

PO Box 15131
Wilmington, DE 19850-5131



040/G14/901/12/11/2020/WI

ACCOUNT NUMBER:	XXXXXXXXXXXX1197
NCI ID:	20302148430
ACCOUNT BALANCE:	\$52,743.23
AMOUNT ENCLOSED:	

24-hour account access: <https://www.myaccount.ncirm.com>

o Change of address: Print New Address on Back

EXHIBIT

F



CHRIS JOHNSON
839 N JEFFERSON ST STE 200
MILWAUKEE WI 53202-3733

REMIT TO:
NATIONWIDE CREDIT, INC.

PO Box 15130
Wilmington, DE 19850-5130



JOHN W. GALANIS*
JEROME C. JOHNSON*
PAUL J. GALGANSKI
JOSHUA J. BRADY
CHRISTOPHER J. JOHNSON
CHRISTOPHER R. STEFFE
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AARON D. PLAMANN
ZACHARY L. ENSTROM

**GALANIS, POLLACK, JACOBS
& JOHNSON, S.C.**

ATTORNEYS AT LAW
839 NORTH JEFFERSON STREET
SUITE 200
MILWAUKEE, WISCONSIN 53202

TELEPHONE
(414) 271-5400

FACSIMILE
(414) 271-5571

WEB PAGE
www.gpjlaw.com

* OF COUNSEL

January 12, 2021

NATIONWIDE CREDIT, INC.
PO BOX 15130
WILMINGTON, DE 19850

EXHIBIT

G

**Re: -Dispute of Account Ending in 1197
-Current Creditor: Synchrony Bank**

- WRITTEN DEMAND FOR DEBT VERIFICATION PURSUANT TO THE
FDCPA**
- NOTICE OF FAILURE TO COMPLY WITH FDCPA, FCRA, TCPA and
TILA**
- CEASE AND DESIST OF COLLECTION EFFORTS**

To Whom It May Concern:

I am a lawyer representing Christopher J. Johnson in regards to your collection of the above-referenced alleged debt. Mr. Johnson is in receipt of a December 2020 letter from Nationwide Credit, Inc. The letter indicates that you are trying to collect an alleged debt on behalf of Synchrony Bank on a Chevron and Texaco Visa account allegedly owed by a "Chris Johnson" in the amount of \$52,743.23.

As explained in detail below, you are in violation of the Fair Debt Collection Practices Act as multiple written demands were previously made for written evidence of the contract, the credit application and the balance owed and **NO SUCH DEBT VERIFICATION HAS EVER BEEN PROVIDED.**

I demand that you cease and desist from attempting to collect this alleged debt from Mr. Johnson as he does not owe this

amount and that you take further actions as outlined in this letter as your actions and those of Synchrony Bank, Oklahoma FMS, Inc., and MRS BPO, L.L.C. (collectively referred to as the "Creditors") are in violation of the Fair Credit Billing Act, the Fair Debt Collections Practices Act, the Truth in Lending Act, Telephone Consumer Protection Act and the Credit CARD Act of 2009. Mr. Johnson previously put the Creditors on notice that he disputed this collection action as the debt was not incurred by him and that the Creditors are pursuing the wrong person.

Mr. Johnson first learned of this issue in January of 2019, and disputed the matter with the Credit Bureaus and with Synchrony Bank. In a letter dated February 28, 2019, Synchrony Bank indicated it had concluded a fraud investigation and denied the claim with the reason being "Account opened greater than 1 year with verifiable payment history." Significantly, Mr. Johnson has never made any transactions, or made any payments on this account.

Mr. Johnson nonetheless received a letter dated October 28, 2019 from Oklahoma FMS, Inc. again demanding payment of the alleged debt on behalf of Synchrony Bank. On November 13, 2019, Mr. Johnson sent a Request for Verification of Debt. Mr. Johnson did not receive a timely response from Oklahoma FMS and assumed the matter at end.

However, on December 27, 2019, Mr. Johnson received a letter from Oklahoma FMS. The letter did not contain the contract allegedly entered into nor the documentation supporting the alleged debt. Instead, all Mr. Johnson received were some utterly random invoices without dates or to whom and where these invoices were sent. These invoices were not from the Creditors, but from an entity called TechronAdvantageCard from what appears to be different account than which was originally referenced. Significantly, the invoices indicate that some payments were made on that account which were obviously not made by Mr. Johnson. Follow-up correspondence requesting the information to support the debt did not result in a response.

Further, Mr. Johnson is also in receipt of a letter dated April 6, 2020 from MRS BPO, LLC. The letter again demands payment of the alleged debt on behalf of Synchrony Bank. On April 29, 2020, Mr. Johnson again sent a Written Demand for Debt Verification. Mr. Johnson did not receive a response from MRS BPO, LLC and again assumed the matter at end. In addition, Mr. Johnson has also received phone calls from MRS BPO, Inc., which again demand cease immediately.

The fact that collection attempts continue against Mr. Johnson when you have the information of who applied for this debt, who utilized the services of this debt, and who has already paid on this debt demonstrates your complete lack of due diligence and violation of some or all of the statutes noted above.

Finally, there now appears to be numerous negative notations and delinquent accounts notices on Mr. Johnson's Credit Bureau Files. I demand that you and the Creditors take all measures necessary to delete the derogatory information and cease all collection efforts against Mr. Johnson immediately.

Our office is currently investigating the potential violations outlined herein, the failure to validate the debt or verify the validity of the debt, the defective credit reporting and the telephone communications continuing after a cease and desist.

The initial investigation indicates that the issues outlined herein likely stem from a failure to adequately train employees and outlines an egregious pattern of harassing conduct which would potentially establish a verifiable class action lawsuit.

You have fifteen days from the date of this letter to provide written proof that this matter has been removed from Mr. Johnson's credit report and that Mr. Johnson's contact information has been removed from association with this account in order to mitigate your damages which will be outlined in the forthcoming litigation.

Very Truly Yours,


Joshua J. Brady

Enclosures

CC: CHRISTOPHER J. JOHNSON

MRS BPO, L.L.C.
1930 OLNEY AVENUE
CHERRY HILL, NJ 08003

OKLAHOMA FMS, INC.
PO BOX 707600
TULSA, OK 74170

SYNCHONRY BANK
PO BOX 965013
ORLANDO, FL, 32896